

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <https://acquisition.gov/far/index.html>

Provision No.	FAR Reference	Title
1a.	52.204-16	Commercial and Government Entity Code Reporting (NOV 2014)
1b.	52.204-7	System for Award Management (JUL 2013)
1c.	52.215-22	Limitations on Pass-Through Charges- Identification of Subcontract Effort (OCT 2009)
1d.	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
1e.	52.222-46	Evaluation of Compensation for Professional Employees (FEB 1993)
1f.	52.237-1	Site Visit (APR 1984)

L.2 FAR 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

(a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the CO’s discretion, result in the Offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a CO as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c) (1) (i) and (c) (1) (ii) of this provision.

(2) The first page of the proposal must show—

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror’s behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If

no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an

Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

- (4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or other identification of sheets]*;

and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub factors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306 (a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed Offeror.
 - (iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of **a performance based contract that includes Cost-Plus-Award-Fee (CPAF) Contract Line Item Numbers (CLINs), and Firm-Fixed-Price (FFP) CLINs** resulting from this solicitation.

L.4 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)/DEAR 952.233-2 SERVICE OF PROTEST (MAY 2010)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Energy
Environmental Management Consolidated Business Center (EMCBC)
Attention: Wilmar Delgado, Contracting Officer

250 East Fifth Street, Suite 500
Cincinnati, OH 45202

Telephone: (513) 246-0566
Facsimile: (513) 744-0923
E-mail: wilmari.delgado@emcbc.doe.gov

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the Government Accountability Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

L.5 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (AUG 2009)

- (a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective Offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to 48 CFR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103- 355. Such request must be in writing and addressed to the Contracting Officer for this procurement.
- (b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of 48 CFR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, Offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

L.6 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the Contracting Officer prior to filing a protest.

L.7 PRE-PROPOSAL CONFERENCE AND SITE TOUR

A pre-proposal conference is planned for after the release of the RFP, at the DOE Portsmouth Site near Portsmouth, Ohio. Site tours will be held at both the Portsmouth and Paducah Sites. Prospective Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

Detailed information for the pre-proposal conference and site tour will be available soon after the draft RFP is issued on the EMCBC procurement website:

<https://www.emcbc.doe.gov/SEB/DUF6/>

L.8 OFFER ACCEPTANCE PERIOD

The minimum offer acceptance period is 360 days after the required date for receipt of proposals.

L.9 NUMBER OF AWARDS

It is anticipated that there will be a single award resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if considered to be in the Government's best interest to do so.

L.10 FALSE STATEMENTS

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

L.11 ALTERNATE PROPOSALS

Alternate proposals are not solicited, are not desired, and will not be evaluated.

L.12 NOTICE OF INTENT - USE OF NON-FEDERAL EVALUATORS AND ADVISORS

The Government may utilize non-federal advisors for evaluating proposals received in response to this solicitation. Such evaluators and/or advisors shall be required to sign Nondisclosure Agreements in accordance with DEAR 915.207-70-(f) (6).

Under the statutes governing Procurement Integrity, non-federal advisors may not disclose any information learned by participating in this acquisition. Any company that employs such an individual, after his or her service as an advisor, cannot lawfully seek

procurement-sensitive information, and any attempt to do so constitutes a violation of the Procurement Integrity Act, 41 U.S.C. § 423.

L.13 CONTACTS REGARDING FUTURE EMPLOYMENT

Offerors may contact Incumbent Contractor employees about future employment except where prohibited by law. These contacts must take place outside the normal working hours of the employees.

L.14 AVAILABILITY OF REFERENCED DOCUMENTS

Reference documents for the Contractor's information and use in connection with preparing an offer and other written proposal information under this RFP will be made available.

General documents specific to the RFP are available via the DUF6 project website at: <https://www.emcbc.doe.gov/SEB/DUF6/>

L.15 INTENTION TO PROPOSE

In order to enable us to anticipate the number of proposals to be evaluated, as an optional courtesy to DOE, Offerors are requested to submit via email a "Notice of Intent to Propose" to the Contracting Officer, Wilmari Delgado at Wilmari.delgado@emcbc.doe.gov within 10 days of proposal due date. The email shall contain known Offeror information such as the name of the Offeror, Company Division and information on all teaming members, and subcontractors, etc.; and appropriate contact information such as address and telephone number of the company. Failure to provide this advance notification does not preclude an Offeror from submitting an offer under this solicitation.

L.16 ELECTRONIC MEDIA – SOLICITATION AND AMENDMENT DISTRIBUTION

In order to further the Government policy of maximizing electronic commerce and minimizing acquisition process costs, electronic media will be used to distribute the RFP and amendments to the public. The RFP and any amendments will be posted via the FedConnect website at: <https://www.fedconnect.net/FedConnect/Default.htm>.

The FedConnect electronic medium will constitute the official distribution method for this RFP and any future amendments.

The RFP, related reference documents, any amendments, and questions and answers will also be posted to the procurement website at: <https://www.emcbc.doe.gov/SEB/DUF6/>

Offerors and all other interested parties shall maintain continual surveillance of the websites to remain abreast of the latest available information. No other

communication, whether oral or in writing, will modify or supersede the terms of the RFP.

L.17 TIME, DATE AND PLACE PROPOSAL(S) ARE DUE

- (a) All Offers and Proposal Information, regardless of method of delivery, must be received on or before **November 6, 2015** by 4:00 p.m. Eastern Time.
- (b) Written proposals delivered via standard, next day, or express mail, shall be marked as follows:

FROM: Offeror's Name

MAIL TO:

U.S. Department of Energy
Environmental Management Consolidated Business Center (EMCBC)
Attention: Wilmar Delgado, Contracting Officer
250 East Fifth Street, Suite 500
Cincinnati, OH 45202

Request for Proposal (RFP) No. DE-SOL-0007016
Due Date: **November 6, 2015** by 4:00 p.m. Eastern Time.

***NOTICE TO DOE MAIL ROOM: DO NOT OPEN. THIS IS A PROPOSAL UNDER THE ABOVE-IDENTIFIED SOLICITATION.**

- (c) Offers may be hand delivered to the above address, but the Offeror must phone the Contracting Officer one business day in advance to arrange delivery:

Hand carried package(s) may only be delivered during the hours 8:00 a.m. to 4:00 p.m. Eastern Time on Federal workdays. Delivery to any other location than that specified herein is unacceptable.

- (d) Notwithstanding which method of delivery the Offeror chooses to use, the **Offeror** assumes full responsibility for ensuring that the proposal is received at the place and by the date and time specified in the RFP. Such proposals must be closed and sealed as if mailing. Any offers received at the Government office designated in this provision after the exact time specified for receipt of offers is "late" and will **NOT** be considered.

L.18 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

L.19 AMENDMENT OF THE SOLICITATION

The only method by which any term of the solicitation may be modified is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made whether oral or in writing, will modify or supersede the terms of the solicitation.

L.20 QUESTIONS ON SOLICITATION

Questions concerning this solicitation must be submitted via email at DUF6@emcbc.doe.gov . All questions must be submitted not later than 21 calendar days prior to the proposal due date. Questions submitted after that date may not allow the Government sufficient time to respond.

Responses to submitted questions will be posted on the following procurement website:

<https://www.emcbc.doe.gov/SEB/DUF6/>

Any information concerning this solicitation will be furnished promptly to all other prospective Offerors, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective Offerors. The identity of the prospective Offerors asking questions will be withheld.

The Government shall not respond to questions submitted by telephone or in person at any time. Offerors are encouraged to periodically check the acquisition website at <https://www.emcbc.doe.gov/SEB/DUF6/> to ascertain the status of any answers to questions, as hard copies will not be distributed.

L.21 PROPOSAL PREPARATION INSTRUCTIONS-GENERAL

(a) General: Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section, and specific instructions in Sections L.26, L.27, and L.28. To aid in evaluation, the proposal must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. Extraneous, repetitious, or wordy submissions are not desired. All pages of each part must be appropriately numbered and identified with the name of the Offeror, the date, and the solicitation number.

These instructions are provided to aid the Offeror in the preparation of their proposal. These instructions and the information contained in these instructions are not evaluation criteria for this solicitation.

(b) Reference Material: DOE has established a website that contains various reference documents and relatable organizational weblinks for the Offeror to utilize in preparing their offer. Such documents/information can be accessed at: <https://www.emcbc.doe.gov/SEB/DUF6/>

The Documents Library for the Request for Proposals web site identified above also identifies documents which contain Unclassified Controlled Information (UCI). The UCI documents are listed in each section of the website with a notation and asterisk (*) indicating these documents to be UCI. An interested party may request UCI, and a separate CD disk containing the UCI will be made available once the interested party has been cleared for access. Instructions for obtaining these documents are in the “Requesting Sensitive Data” section of the DUF6 web site. All Offerors are encouraged to immediately request such information to preclude any delays in proposal submission.

Offerors are cautioned that the reference documents and organizational Websites contained in the above URL address are not, nor was it intended to be, all inclusive.

- (c) Definitions: The term “Offeror” as used in this Section L refers to the single legal entity submitting the offer which may be a “contractor team arrangement” as that term is defined in FAR 9.601(1). The Offeror may be pre-existing or newly formed for the purposes of competing for this contract.

The term “major subcontractor” as used in this Section L is defined as any proposed subcontractor that is anticipated to perform work with an estimated value of \$30 million or more over the contract period.

- (d) Proposal Submission: The Offeror is to submit written proposals in three separate volumes. Written proposals shall be delivered by hand or mailed to the Contract Specialist. This solicitation also requires the Offeror to submit the proposal electronically through www.fedconnect.net to DOE’s STRIPES Contract system. The electronic proposal shall be in a searchable Adobe PDF format. No proposal received through facsimile or telephone will be accepted. .

- (e) Required Copies: The number of copies required is shown below.

Proposal Volume — Title	Copies Required
Volume I – Offer and Other Documents	1 original, 5 paper copies and 5 CD-ROMs or DVDs
Volume II – Technical and Management Proposal	1 original, 7 paper copies and 5 CD-ROMs or DVDs
Volume III – Cost, Price and Fee Proposal	1 original, 5 copies and 5 CD-ROMs or DVDs

The original proposal shall contain signed originals of all documents requiring signatures by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.

The content in the electronic copy shall be identical to the content of the paper copies (written proposal). **The written proposal constitutes the official offer and**

- proposal.** In the event of a conflict, content of the hardcopy of a proposal will take precedence over the CD-ROM/DVD or any other electronic submission
- (f) Page Limitation: Page limitations apply to the Offeror's Volume II technical proposal. Volume II page limitations are provided below in Section L.X for each criterion. The Table of Contents, Title Pages, Glossary, Dividers/Tabs, Blank Pages, Cross Reference Matrix, Schedule, Past Performance and Relevant Experience Reference Information Forms, Key Personnel Resumes, and Letters of Commitment do not count towards the Volume II page limitations. Pages exceeding the page count limit will not be read or evaluated and will be removed. No material may be incorporated by reference as a means to circumvent the page limitation. No page limitations apply to Volume I and Volume III.
- (g) Binding and Labeling: Each volume shall be separately bound in three-ringed loose-leaf binders. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror's name, the solicitation number, the title of the solicitation, and the copy number (i.e., sequentially number the required copies with the original being labeled "Original").
- (h) CD-ROMS: The cover and outside of each CD-ROM must clearly identify the volume to which it relates. Electronic media versions of the proposal files are to be formatted in Adobe Acrobat 7.0 (PDF) or higher. The electronic media versions provided shall be searchable. The CD-ROMs are provided for evaluation convenience only. In the event of a conflict, the written material takes precedence over the CD-ROM text. The Offeror shall submit any supporting spreadsheets or mathematical computation using Microsoft Excel 2007 or 2010. The Offeror's Excel files shall be working versions including formulas and computations. A second electronic file shall be provided in Adobe Acrobat 7.0 (PDF) or higher. The electronic media versions provided shall be searchable.
- (i) Page Description. All pages of each volume shall be appropriately numbered, identify the name of the Offeror, the date of proposal submission, and the solicitation number. The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Any time a page limitation is specified, a page is defined as a single side. All pages of the proposal shall be submitted on 8 1/2" x 11" sheets except for graphs, tables, and spreadsheets. Printing is to be double-sided. Print type used in the text portions of the proposal shall be size 12 and font type shall be Times New Roman. Graphs, tables, diagrams and spreadsheets where necessary must be font size 10 or larger. Foldouts of charts, tables, diagrams, etc. shall not exceed 11 x 17 inches and will be considered as two pages. Foldout pages shall fold entirely within the volume. Foldouts may be used in the Technical Volume for schedules and may be used in the Cost Volume for schedules, large tables, charts, graphs, diagrams and other schematics. Page margins (distance between the edge of the page and the body of the proposal) shall be 1-inch on the top, bottom, left and right sides of the page. For Volume II, those pages that exceed the limits set forth in this solicitation will not be considered in the evaluation.

- (j) Restriction of Data: Mark each sheet of data that is to be restricted with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."
- (k) Table of Contents: The Offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.
- (l) Glossary: The Offeror shall incorporate a glossary of all abbreviations and acronyms used for each volume.
- (m) Cross Reference Matrix: The Offeror shall provide a completed Cross Reference Matrix which correlates the proposal by page and section or sub-section number to the Performance Work Statement, (PWS), Section L, and Section M. This cross reference matrix shall be placed in Volume II immediately after the glossary section.
- (n) Classified Information: The Offeror shall not provide classified information in response to this solicitation.
- (o) Point of Contact: The CO is the sole point of contact during the conduct of this procurement.
- (p) Errors or Omissions. The RFP is considered complete and accurate in every detail and adequately describes the Government's requirements. If the Offeror feels any part of the RFP contains an error or omission, contact the CO to obtain clarification. To preclude unnecessary work and to assure submittal of a complete proposal, the Offeror is cautioned to resolve all questionable areas with the CO.
- (q) Changes to the RFP. No changes to this RFP will be effective unless they are incorporated into the solicitation by a written and signed amendment.
- (r) Information Provided. Any proposals received in response to this solicitation will be reviewed strictly as submitted and in accordance with the evaluation criteria specified in Section M. The Government will not assume that an Offeror possesses any capability unless such a capability is established in the proposal. An Offeror should not assume that because it has had similar contracts with the Federal Government, including the Department of Energy that the evaluators have knowledge of its performance under such contracts and will make assumptions regarding your proposal based on that knowledge.
- (s) Disposition of Proposals. Proposals will not be returned. Proposals not required for official record retention will be destroyed.
- (t) If there are any inconsistencies between the language in L.2 and this provision; L.25 shall take precedence.

L.22 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME I – OFFER AND OTHER DOCUMENTS

- (a) General. Volume I – Offer and Other Documents contains the actual offer to enter into a contract to perform the required work. It also includes required representations and certifications, other statements of the Offeror, and any other administrative information. The signed original(s) of all documents requiring signature by the Offerors shall be contained in the original volume(s). There is no page limitation on Volume I. Offerors shall assemble the information for Volume I in the order listed below.
- (b) Cover Letter. Provide a cover letter that includes the items shown below.
- (1) The solicitation number.
 - (2) The name, address, telephone numbers, facsimile numbers, and electronic addresses of the Offeror.
 - (3) Names, titles, telephone numbers, facsimile numbers, and electronic addresses of persons authorized to negotiate (if required) and sign the proposal in connection with this solicitation;
 - (4) The name, address, telephone number, facsimile number, and electronic address of the individual in the Offeror's organization to be contacted, if necessary, during evaluation of the proposal;
 - (5) The complete legal name and address of the Offeror and other participants to be used in any resulting contract. Provide Dun and Bradstreet, Inc. (D&B) Data Universal Numbering System (DUNS) number for the Offeror, each team member, and any proposed subcontractor regardless of the dollar amount of work they are proposed to perform since a FOCI determination will be required;
 - (6) The name, address, telephone numbers, facsimile numbers, and electronic addresses of representatives of the Government agency having administrative cognizance over the Offeror or parent company, as applicable (such as contract administration within the meaning of FAR Subpart 42.3, Contract Administration Office Functions, financial auditing, and equal employment opportunity oversight);
 - (7) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items requested in the solicitation upon which prices are offered at the price set opposite each item;
 - (8) A statement to the effect that the proposal is firm for a period of not less than 360 days; and

- (9) If Offerors include data in their proposal that they do not want disclosed to the public, or used by the Government except for evaluation purposes shall mark the cover letter with the following legend:

“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or identify all]*.”

- (c) Standard Form (SF) 33, Solicitation, Offer and Award. Signed Contract – Solicitation, Offer, and Award (SF 33) shall be fully executed and used as the first page of each copy of Volume I, Offer and Other Documents. The SF 33 shall be fully executed by an authorized representative of the Offeror, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects. By signing SF 33, the Offeror agrees to accept the contract (Sections A through J of this solicitation, as amended) as written. Section K will be incorporated by reference in Section H of the resultant contract. Offerors shall also submit acknowledgement to all amendments to the solicitation by completing Block 14 of the SF33. Sections B through J of the model contract shall not be submitted, except for any required fill-in information. Offerors do not need to submit the complete language from all of the contract clauses in its proposal. Rather, Offerors need only submit those pages in which the Offeror is to complete certain information as a part of its offer. Those specific areas are described in subsequent paragraphs.
- (d) Exceptions and Deviations. Exceptions and/or deviations are not sought and the Government is under no obligation to enter into discussions. However, any exceptions and/or proposed deviations taken to the terms and conditions of the proposed contract shall be identified. The exceptions and proposed deviations should be listed in a logical sequence such as by individual sections of the solicitation. The Offeror shall provide summary and specific cross-references to the full discussion of exceptions or deviations taken in the other proposal volumes. The benefit to the government, if any, shall be explained for each deviation/exception taken.

IF AN OFFEROR PROPOSES EXCEPTIONS AND/OR DEVIATIONS TO THE TERMS AND CONDITIONS OF THE SOLICITATION, THE PROPOSAL MAY BE UNACCEPTABLE FOR AWARD WITHOUT DISCUSSIONS. FURTHER, THE GOVERNMENT MAY MAKE AN AWARD WITHOUT DISCUSSIONS TO ANOTHER OFFEROR THAT DID NOT TAKE EXCEPTIONS AND/OR DEVIATIONS TO THE TERMS AND CONDITIONS;

- (e) Section B Estimated Cost and Award Fee. The Offeror shall submit the necessary completed Section B provisions, providing the Section B Contractor Fill-In information for:

B.2 CONTRACT COST, AWARD FEE AND PRICE SCHEDULE

- (f) List of Key Personnel. The Offeror shall submit a completed Section H clause titled, Key Personnel.
- (g) Joint Ventures and/or LLCs and/or Any Other Teaming Arrangements. Offerors that submit a proposal as a Joint Venture and/or LLC and/or any Other Teaming Arrangement shall provide full and complete information on each of the participating members/companies, as well as the proposed organization itself. If the Offeror is a joint venture or an LLC, the Offeror shall describe whether or not the Joint Venture or LLC will be populated or unpopulated.

If the Offeror's proposed organization is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of performing under a resultant contract, the Offeror shall provide a complete copy of the teaming agreement(s) and operating agreement (if applicable) that describes the business arrangement between the entities. Proposals received from a joint venture, team or LLC shall identify the one member/partner that will have a majority interest and be responsible for the Offeror's actions.

The Offeror shall also provide copies or drafts of any applicable mentor/protégé agreements or arrangements, and/or arrangements with major subcontractors. After award, DOE reserves the right to require consent to subcontract(s) for each of the proposed major subcontractors or participating members/companies in accordance with FAR 52.244-2, Subcontracts (Section I).

- (h) Corporate Governance. The Offeror shall identify by name and affiliation each member of the Corporate Board of Directors (or functionally equivalent entity) that will have corporate oversight of the management operations of the proposed organization and key personnel. If the Offeror's proposed organization is a joint venture, newly-formed Limited Liability Company (LLC), or similar entity where more than one company is involved in a business relationship created for the purpose of performing under the resultant contract, the Offeror shall provide information required by this provision for that formal organizational element established to act in a manner that is functionally equivalent to a Corporate Board of Directors.

The Offeror shall describe the role of the Board of Directors (or functionally equivalent entity) in providing corporate oversight, assurances, and resource commitments to ensure that the proposed organizational structure and key personnel effectively manage and accomplish the work contemplated under the contract.

This information shall include general discussion of roles and responsibilities for each

company consistent with Offeror's technical approach and delineation of how fee will be apportioned based on earned fee proportionate to each company's roles, responsibilities and performance.

Offerors shall discuss all entities that are proposed to perform work under the contract that are a part of the proposal upon which any contract award would be based. This includes subcontractors, joint venture members, parent(s), LLC members, etc.

The Joint Ventures and/or LLCs and/or Any Other Teaming Arrangement documentation and the Corporate Governance Discussion will be subject to DOE review and consent.

- (i) Responsible Corporate Official. The Offeror shall provide a completed Section H clause entitled, Responsible Corporate Official and Corporate Board of Directors. The Offeror shall provide, by name and affiliation, the Responsible Corporate Official who must be at a level above the Contractor who is accountable for the Contractor regarding performance issues.
- (j) Performance Guarantee Agreement. A fully completed and executed Attachment L-6, titled, Performance Guarantee Agreement, from the ultimate corporate parent(s), which will become part of the resulting contract as Section J, Attachment J-10. The Section H provision entitled "Performance Guarantee Agreement" requires the Offeror's parent organization(s) or all member organizations if the Offeror is a joint venture, Limited Liability Company (LLC), other similar entity, or a newly formed entity to guarantee performance of the contract. If the Offeror is a joint venture, newly-formed LLC, or other similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new entity shall each provide Guarantees for joint and severable liability for the performance of the Contractor. In order to consider the financial or other resources of the corporate parent(s), the parent(s) must be legally bound to provide the necessary resources to the prospective Offeror and assume all contractual obligations of the prospective Offeror.
- (k) Small Business Subcontracting Plan.
 - (1) A completed and acceptable Small Business Subcontracting Plan is required to be submitted in accordance with the Section I, FAR Clause 52.219-9, Small Business Subcontracting Plan, Alternate II, and proposal instructions herein. This Plan will become part of the contract as Section J, Attachment J-9 entitled, *Contractor's Small Business Subcontracting Plan*.
 - (2) To be considered acceptable, the Offeror's Plan shall address, in adequate detail, each of the eleven elements identified in FAR 52.219-9(d). Failure by a large business Offeror to submit and/or negotiate a subcontracting Plan that addresses each of the eleven elements identified in FAR 52.219-9(d) in adequate detail may make the Offeror ineligible for award of a contract.

- (3) The Offeror shall establish goals that afford small businesses with the maximum practicable opportunity to participate in contract performance consistent with efficient performance. In developing its proposed Plan, the Offeror shall establish specific goals for each small business category as follows:
- small business;
 - veteran-owned small business;
 - service disabled veteran-owned small business;
 - HUBZone small business;
 - small disadvantaged business; and
 - woman-owned small business.
- (4) Proposed small business goals shall be the percent of total subcontracted work specified in the Contractor's Small Business Subcontracting Plan.
- (l) Section K, Representations, Certifications and Other Statements of Offerors. The Offeror, including any entity comprising the teaming arrangement thereof, as defined by FAR 9.601, and major subcontractors, shall submit a fully completed and signed Representations, Certifications, and Other Statements of Offerors (Section K), as part of Volume I. The most recent copy of the FAR report associated with Contractor's "Reps & Certs" SAM record shall be submitted within Volume I. DOE will also review and verify the Contractor's most recent FAR 52.204-8 Annual Representations and Certifications via the System for Award Management (SAM) at <https://www.sam.gov> by downloading a copy of the FAR report associated with Contractor's "Reps & Certs" SAM record.
- (m) FOCI. Submission as required by Section K Provisions entitled, *DEAR 952.204-73, Facility Clearance; Instructions for Submitting Foreign Ownership, Control or Influence (FOCI) Information; and E-FOCI Electronic Processing.*
- (n) Organizational Conflicts of Interests. The Offeror, including any entity comprising the teaming arrangement thereof, as defined by FAR 9.601, and major subcontractors, shall provide a fully executed Section K.9, Organizational Conflicts of Interest Disclosure and any necessary statements required by the provision.
- (o) Equal Opportunity Compliance. The Offeror shall provide all of the information required to perform a pre-award on-site equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include the company name, address, phone number and the point of contact for EEOC. This information shall be provided for the Offeror, as well as, each joint venture member; members of a newly formed entity, including LLCs, formed for the purpose of performing this Contract, or members of similar entities. Additionally, each first tier subcontractor with a subcontract of \$10 million or more is required to provide the information described above; and
- (p) Section I, Contract Clauses. The Offeror shall complete the following clauses in Section I, if applicable:

- FAR 52.219-28 Post-Award Small Business Program Rerepresentation (JULY 2013)
- FAR 52.223-3, Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (JUL 1995)
- FAR 52.227-23, Rights to Proposal Data (Technical) (JUN 1987)
- FAR 52.248-1, Value Engineering (OCT 2010)
- DEAR 952.227-82, Rights to Proposal Data (APR 1994)

L.23 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II: TECHNICAL AND MANAGEMENT PROPOSAL

Volume II, Technical and Management Proposal shall consist of written information intended to present the Offeror's understanding, capabilities and approach to satisfy the requirements of the RFP. The Technical Proposal shall not exceed 75 pages, excluding the items listed in paragraph (f) of Section L.21. The Offeror shall address those portions of the PWS pertinent to the evaluation criteria specified in Section M.4. The proposal shall provide straight-forward, concise delineation, and sufficient detail to demonstrate the Offeror's approach to successfully perform the PWS. The proposal shall not merely offer to perform work in accordance with the PWS.

In order that the Technical Proposal may be evaluated strictly on the technical merit of the material submitted, no price/cost information shall be included in the Technical Proposal except for the size descriptions of the work the Offeror, its teaming members, and/or major subcontractors are proposed to perform that are to be provided in the Attachment L-2 Past Performance and Relevant Experience Reference Information Forms.

Specific Areas to be Addressed

Volume II, Technical and Management Proposal, shall consist of the following specific components:

- Criterion 1: Relevant Past Performance
- Criterion 2: Technical Approach
- Criterion 3: Key Personnel and Organizational Structure
- Criterion 4: Relevant Experience

The written format and content of Volume II - Technical and Management Proposal shall include the following in the sequence provided below:

- 1) Criterion 1: Relevant Past Performance** *(The past performance write-up section shall be limited to the Attachment L-2, Past Performance and Relevant Experience Reference Information Form, which is limited to seven pages per contract or project;*

and the Attachment L-4, List of Contracts Terminated for Default or Convenience, no page limit.)

(i) The Offeror, including each entity participating in the teaming arrangement thereof, as defined by FAR 9.601(1), and each major subcontractor shall submit past performance information for contracts, task orders or projects currently ongoing or completed within the last five (5) years from the date of the solicitation that encompass work similar to the size, scope and complexity of the requirements of the PWS the entity is proposed to perform. Size is defined as dollar value and duration. Scope is defined as the type of work (e.g., combined nuclear and chemical operations). Complexity is defined as performance challenges (e.g., regulatory environment, types of materials and waste, integration and coordination with DOE or other government contractors and/or integration and coordination with stakeholders).

Provided past performance information shall be submitted as described below:

- The Offeror, including each entity participating in the teaming arrangement thereof as defined by FAR 9.601(1), shall submit an Attachment L-2, Past Performance and Relevant Experience Reference Information Form for three (3) contracts or projects.
- Each of the Offeror's major subcontractor(s), proposed to perform work with a value of \$30 million or more over the contract period, shall submit an Attachment L-2, Past Performance and Relevant Experience Reference Information Form for two (2) contracts or projects.
- The Offeror's subcontractor(s), not performing work with a value of \$30 million or more over the contract period (including options) and not listed in a teaming arrangement, shall not submit past performance information and any submitted information will not be evaluated.

On Attachment L-2 under item 20, the Offeror, each entity participating in the teaming arrangement, and each major subcontractor shall provide the past performance information for each referenced contract regarding any problems they encountered and the corrective actions that they took to resolve those problems. The Attachment L-2, Past Performance and Relevant Experience Reference Information Form, shall be limited to a total of 7 pages per contract or project. The contracts/projects referenced for each entity shall be the same contracts/projects provided for Criterion 4 - Relevant Experience below.

(ii) The Offeror, including each entity participating in the teaming arrangement thereof, as defined by FAR 9.601(1), and each major subcontractor shall forward the Attachment L-3, Past Performance Cover Letter and Questionnaire, to the appropriate point of contact for each contract or project cited on an Attachment L-2 not

performed for the DOE Office of Environmental Management (EM) as a prime contractor or for which no contractor performance data is available in the Past Performance Information Retrieval System (PPIRS). The point of contact for each contract or project shall complete and forward the questionnaire directly to the Contracting Officer, identified in the Sample Past Performance Cover Letter (Attachment L-3 (Part - A)). The information provided by the point of contact must be sufficient to enable cross-referencing of the questionnaire to the corresponding Attachment L-2, Past Performance and Relevant Experience Reference Information Form, for the contract or project. The Offeror shall be responsible for following up with the point of contact to ensure that the questionnaire has been completed and returned to the DOE Contracting Officer on time. However, DOE receipt of the questionnaires is not subject to the Section L Provision, “52.215-1, Instructions to Offerors – Competitive Acquisition” related to late proposals. Forms not received by the proposal due date may not be considered if consideration will unduly delay evaluations. The Offeror may contact the Contracting Officer at the e-mail provided in this solicitation to confirm the receipt of any questionnaires.

- (iii) The Offeror, including each entity participating in the teaming arrangement thereof, as defined by FAR 9.601(1), and each major subcontractor shall provide Attachment L-4, List of Contracts Terminated for Default or Convenience (partially or completely) within the past 5 years from the date of the solicitation with an explanation for the termination provided for the Offeror or other teaming participant and/or major subcontractor for which Past Performance and Relevant Experience Reference Information Forms are being provided.
- (iv) DOE may obtain Past Performance information through all available sources, including Federal Government electronic databases (e.g. PPIRS), readily available Government records (including pertinent prime contracts), and sources other than those identified by the Offeror.
- (v) As past performance information is source selection information, the Government will only discuss past performance information directly with the prospective prime contractor, team member, or major subcontractor that is being reviewed. If there is adverse past performance associated with a proposed contractor's, subcontractor's, or team member's past performance, the Offeror can be notified of the existence of the adverse past performance, but no details will be discussed without the subcontractor's or team member's permission.

2) Criterion 2: Technical Approach

The Offeror shall describe its technical approach to the performance of each of the requirements of the PWS and the completeness and effectiveness of the approach. Sufficient detail shall be provided to communicate the Offeror's understanding of the

requirements of the PWS, including the technical basis for the Offeror's proposed Technical Approach.

The Offeror shall provide a Transition Operations Plan (TOP) as an attachment to Volume II. The TOP is expected to be immediately usable upon contract award (see Section C) and will be included in the Volume II page limitation. The TOP shall include sufficient detail to demonstrate completeness and effectiveness in addressing each of the activities specified in Section C.3.4.

The Offeror shall describe the approach, plan and schedule for conversion operations and maintenance. This shall include operating shifts required and manpower projections, along with consideration for maintenance and scheduled facility outages. The Offeror shall propose the quantity of DUF6 to be converted on an annual basis and over the term of the contract, including the detailed technical approach to accomplish this conversion. The Offeror shall describe any proposed plant modifications to the current conversion facility and/or changes to conversion operations and/or maintenance that are expected to result in improved efficiency, production, reliability or other benefits. The Offeror shall include sufficient detail so as to determine the feasibility, effectiveness and benefits of its proposed plant modifications and/or changes to conversion operations and/or maintenance.

The Offeror shall describe the proposed approach for routine cylinder yard operations including, but not limited to, implementation of the cylinder surveillance and maintenance plan in conformance with requirements of Section C.7.

The Offeror shall describe the approach for management of conversion products (i.e., uranium oxide and aqueous HF) and management and disposition of all wastes in conformance with requirements of Sections C.4 and C.5.

The Offeror shall identify the three greatest risks to performance of the PWS and shall propose mitigations for the identified risks. Additionally, the Offeror shall describe its overall approach to identifying and mitigating risk in implementing its Technical Approach.

3) Criterion 3: Key Personnel and Organizational Structure

Key Personnel: The Offeror shall propose key personnel positions it considers essential to the successful accomplishment of the work being performed under the contract. The key personnel positions shall include, at a minimum, the Project Manager and Environment, Safety, Health and Quality (ESH&Q) Manager, who will have responsibility for oversight of both plants (Portsmouth and Paducah), and a Portsmouth Plant Manager and Paducah Plant Manager, who will have responsibility over their respective sites. In addition, the Offeror may propose up to four other Key Personnel positions that the Offeror considers critical to the overall performance of the contract. The Offeror shall provide its explanation for the designation of additional key personnel positions named by the Offeror, relative to the approach to the management and execution of the work proposed. The explanation for the

designation of additional key personnel positions shall include a rationale for the selection of the key personnel named by the Offeror. All key personnel shall have or be able to obtain, at a minimum, an L clearance at the start of the Transition Operations Phase.

The Offeror shall provide written resumes in the format shown in Attachment L-1 for the proposed key personnel. The resumes shall describe the education, technical expertise, demonstrated leadership, and relevant experience of key personnel on work similar to that described in Section C and commensurate with the proposed position. Resumes shall describe how work experience relates to contract scope and the individual's capability to function effectively in the proposed position. Do not provide resumes of non-key personnel. Only one resume may be submitted per key person, and only one person may be proposed for each key personnel position. Each resume shall not exceed four (4) pages in length including the commitment statement. **Additional pages will not be evaluated.** The font shall be no smaller than Times New Roman 10 point.

The Offeror shall provide a signed commitment statement in the format shown in Attachment L-1 from each proposed key person. The commitment statement must reflect the individual's unconditional agreement to accept the position for a minimum of two years from Notice to Proceed if the Offeror is awarded the contract. Resumes with commitment statements are to be submitted in Volume II. However, this information is excluded from the Volume II page limitations.

Failure to submit Letters of Commitment from all proposed key personnel or use the resume format identified in Attachment L-1 may result in the Offeror receiving a lower evaluation rating for this criterion or the Offeror's proposal being eliminated from further consideration for award. Failure to propose, at a minimum, a Project Manager, an ESH&Q Manager, a Portsmouth Plant Manager and a Paducah Plant Manager will result in the Offeror's proposal being eliminated from further consideration for award.

The Offeror shall provide three references for each of the proposed key personnel. The DOE has no obligation to contact the references submitted; however, the DOE may contact any or all references on the submitted resume.

Organizational Structure: The Offeror shall provide a Staffing Plan that describes how the organization and business systems support implementation of the Technical Approach and provide control and accountability to the DOE for performance under the contract. The Offeror shall also explain in the Staffing Plan its allocation of resources at the multiple sites, authority level and span of control of managers, suitability of the management procedures for monitoring and controlling subcontractor performance, and access to corporate resources. The Offeror shall include an organizational chart graphically depicting the organizational structure and including the location of each of the key personnel in the organization structure, at a minimum. The Offeror must address the organizational approach and business systems to establish and maintain technical, schedule and cost baselines and to ensure

accurate, timely, and properly controlled changes and reporting that conform to the requirements in Section H.

The Offeror shall describe the rationale for the chosen organizational structure including the Offeror's use of subcontracting or teaming arrangements (if any), as defined by FAR 9.601 (1), to accomplish the PWS in accordance with the proposed Technical Approach. The Offeror shall identify the specific business relationship (subcontract, teaming agreement, etc.) between the Offeror and each entity proposed to perform work and describe its corporate support capability and problem-solving resources, its approach to providing corporate governance and routine corporate oversight, and its involvement in the execution of the Contract.

The Offeror shall describe its approach to engage small business including Mentor-Protégé relationships, if applicable. The Offeror will describe its decision process regarding use of subcontractors and approach for managing subcontractors and achieving the DOE/SBA negotiated small business subcontracting goals.

4) Criterion 4: Relevant Experience *(The relevant experience write-up shall be limited to the Attachment L-2, Past Performance and Relevant Experience Reference Information Form, which is limited to seven pages per contract or project)*

The Offeror, including each entity participating in the teaming arrangement thereof, as defined by FAR 9.601(1), shall provide a completed Attachment L-2, Past Performance and Relevant Experience Reference Information Form, for three (3) contracts/projects similar in size, scope and complexity to the functions of the PWS the entity is proposed to perform. These contracts/projects shall have been completed within the last five (5) years from the date of the solicitation or be currently ongoing. Each of the Offeror's major subcontractor(s), proposed to perform work with a value of \$30 million or more over the contract period (including options), shall submit an Attachment L-2, Past Performance and Relevant Experience Reference Information Form for two (2) contracts or projects. The Offeror's subcontractor(s), not performing work with a value of \$30 million or more over the contract period (including options) and not listed in a teaming arrangement, shall not submit past performance information and any submitted information will not be evaluated.

Relevant experience information shall describe the entity's relevant experience on that contract or project performing work similar in size, scope and complexity to the functions of the PWS that the entity is being proposed to perform as identified in Item 16 of the Attachment L-2 form. Size is defined as dollar value and duration. Scope is defined as the type of work (e.g., combined nuclear and chemical operations). Complexity is defined as performance challenges (e.g., regulatory environment, types of materials and waste, integration and coordination with other DOE or other government contractors and/or integration and coordination with stakeholders).

All information provided shall describe, in sufficient detail, the portion of the PWS that will be performed by the Offeror, or entity participating in the teaming arrangement, or major subcontractor (s); and what portion of work the Offeror, or

entity, or major or critical subcontractor (s) performed on the referenced contract or project provided for relevant experience.

The Offeror shall describe the nature and scope of the work performed and any factors demonstrating relevancy to successfully completing the requirements of the PWS including any improvements implemented in the performance of the work.

The Offeror shall describe, for each contract its combined chemical and nuclear experience for routine operations, maintenance, materials management, low-level waste and mixed low-level waste management, transportation of materials, and environmental, safety, and health programs.

Information pertaining to Criterion 4 – Relevant Experience shall only be provided within Attachment L-2. The Past Performance and Relevant Experience Reference Information Form shall be limited to a total of 7 pages per contract or project. DOE does not want and will not evaluate a summary section highlighting relevant experience that is submitted in addition to Attachment L-2. All information provided under this Criterion by the Offeror shall be described in sufficient detail to enable the Government to clearly identify and define the portion of work to be performed by each entity (Offeror, major or critical subcontractors, and/or teaming participants) under the Offeror's proposed approach. The Offeror will use the same Past Performance and Relevant Experience Reference Information Form for each contract or project for Criterion 1 – Relevant Past Performance and Criterion 4 – Relevant Experience.

L.24 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III: COST, PRICE AND FEE PROPOSAL

Offerors shall provide proposed estimated cost, fee, unit price and total price by providing a completed Section B. The Offerors shall submit a completed Section B by completing the fill-ins located in Section B.2 – Contract Cost, Award Fee and Price Schedule. Offerors shall provide proposed estimated cost for CLIN 0001 and CLIN 0004, Estimated Cost and fee for CLIN 0002 and Price Per Month and Total Price for CLIN 0003 covering all PWS activities included in the Section L Attachment L-8 titled, Summary of Cost Worksheets.

Instructions – Cost and Fee Proposal – The Offerors shall prepare its cost proposal in accordance with the following instructions:

- (a) All cost and fee information shall be included in Volume III of the proposal. None of the information contained in Volume III shall be included in any other proposal volumes unless specifically requested in the RFP.
- (b) All pages in the Volume III Cost Proposal, including forms, tables, and exhibits shall be numbered and identified in a volume table of contents. The cost proposal shall be sufficiently complete so cross-referencing to other proposal volumes is not necessary. There is no page limitation on the cost proposal. The Offerors shall complete Section

L, Summary of Cost Worksheets provided as Attachment L-8 and Consolidated Direct Cost Schedule provided as Attachment L-9. The Offerors shall fully prepare Attachments L-8 and L-9 at the level of detail indicated in the Attachments and related instructions. The Offerors shall use the organization of work set forth in the Attachment 10 WBS Dictionary. A cost worksheet and Basis of Estimate (BOE) is required only for those PWS levels specified in the Attachment L-10, WBS Dictionary.

(c) Traceability of Cost Worksheets - Format and present all cost information to provide full traceability between Section B.2 Contract Cost, Award Fee and Price Schedule, the completed Section L, Attachments Cost Worksheets and the Technical and Management Proposal.

(d) For Cost, Price and Fee Proposal preparation purposes only, the Offerors shall use the following assumptions and DOE provided costs:

- The Offerors shall assume proceeds from the sale of HF (the revenue obtained from the sale of DUF6 or DUF6 conversion products) are offset by costs associated with producing the HF.
- The Offerors shall include only direct labor and associated indirect rates (i.e fringe benefits, direct labor overhead and G&A) in its proposed price for CLIN 0003, Cylinder Management – Firm Fixed Price. Other than direct labor costs, including but not limited to material, equipment and supplies, are to be included in the Offeror's proposed costs under CLIN 0002, Conversion Operations and Project Support, within costs for PWS Section C.4, Conversion Operations.

DOE Provided Costs:

- N2 Lease – Control and General Operations, PA (\$500K) per year,
 - N2 Lease – Control and General Operations, PO (\$441K) per year,
 - HF Sales – AqHF Sales, both Sites combined (\$2.4M in FY 2014), and
 - Secondary Waste Transportation and Disposal Costs were projected to be approximately \$700K (both Sites combined) in FY2014. This amount is expected to continue for the out-years.
 - Pensions and Benefits-\$3M per year (total)
 - Plant Modifications- \$2M per site per year
 - Railroads - \$100K per year (PA); \$10K per year (PO)
 - Vehicles - \$170K per year (PA); \$80K per year (PO)
 - Water/Sewer - \$25K per year (PA only)
 - Natural Gas - \$120K per year (PA only)
 - Electricity - \$60K per year (PA only)
 - Other Utilities - \$125K per year (PA); \$60K per year (PO)
- (e) For proposal preparation purpose, Offerors shall assume a 90 day Transition Operations Phase, with a Transition start date of April 1, 2016. Offerors shall assume full

responsibility for the performance of the contract requirements, or contract effective date, of July 1, 2016. Proposed costs shall be on a Contract Year (CY) period from October 1 through September 30. The first contract year shall include proposed cost from April 1 to September 30, 2016. The period of performance extends through June 30, 2021. The Offerors shall propose cost for each year and in total corresponding to the costs for performing the PWS.

(f) Proposed Fee

CLIN 0001 – Contract Transition - The Offerors shall propose no fee for the Contract Transition Operations Phase.

CLIN 0002 – Conversion Operations and Project Support - The Offerors shall only propose Fee for all work activities associated with CLIN 0002. Proposed Fee shall not exceed 10%.

CLIN 0003 – Cylinder Management – Firm Fixed Price.

CLIN 0004 - The Offerors shall propose no fee for the Defined Benefit Pension Costs.

(g) Proposed Schedule – The Offerors shall provide a resource loaded schedule (utilizing the Oracle's Primavera P6 Enterprise Project Portfolio Management© software) including key milestones, deliverables, logic ties, predecessor and successor relationships, activity durations, float, and the critical activities to complete the PWS work scope consistent with the anticipated funding profile. The schedule of activities shall be presented in no less detail than prescribed in Attachment L-10. The Offeror shall provide the working electronic files, including any and all logic ties, as well as, providing a printed version of the resource loaded schedule. The schedule shall be fully traceable to Volume II, Technical and Management Proposal. Offerors shall provide a working resource loaded schedule as part of its submission.

(h) Offerors Proposed Cost:

- (i) Joint Venture Partners - The Offeror's cost, price and fee proposal shall identify the proposed cost for all joint venture partners to the detail required in L.24(h)(iii) through (x). Joint venture partners' cost proposals shall be provided for the PWS for each Offeror in order to reconcile with the proposed costs in the Offeror's proposal correlated with the PWS and shall be consistent with its technical and management proposal. Cost data shall be fully supported. It is acceptable for each Joint Venture partner to submit sealed envelopes containing a separate set of Cost Worksheets, Attachments L-8 through L-9, with its proposal for the proposed Joint Venture partner work by the proposal due date.
- (ii) Subparagraphs (iii) through (x) below apply only to the cost reimbursable PWS activities (CLINs 0001 and 0002).

- (iii) Basis of Estimate - Provide a Basis of Estimate (BOE) thoroughly documenting all estimates consistent with the Offerors's Technical and Management Proposal. A BOE description shall be provided at the level described in the Section L, Attachment L-10.

The detailed narrative description shall include how the proposed cost, by cost element, were derived, including summary of work scope, source of estimate information, summary statement of site condition (including all major assumptions used to establish the site condition by PWS), supporting rationale, summary of estimating rationale, process and assumptions (including major assumptions used to establish the Offeror's cost to perform the solicitation requirements), and other related information to provide clarity and understanding of the Offeror's Basis of Estimate. Offerors shall clearly indicate for each PWS by cost element (direct labor, indirect rates, direct materials, etc.): (1) what data is existing and verifiable, (2) judgmental factors applied in projection from known source data to the estimate, (3) key assumptions (not in conflict with the PWS), and (4) the basis of each cost element. Offerors shall provide sufficient detail to demonstrate reasonableness and realism. Offerors shall not propose allowances or factors as part of their proposal with the exception of small tools and Fuel, Oil Gas and Maintenance (FOGM), provided they are consistent with the Offeror's estimating practices and are supportable.

Offerors shall provide a detailed description of any and all process improvements and/or changes being proposed for each plant. The descriptions shall identify the impact to resources required, cost, plant efficiencies and production output. Additionally, the Offeror shall provide a detailed explanation to any proposed labor efficiencies from the current building operation and how and when the efficiencies will be obtained.

The BOE shall be a standalone document within Volume III, separate from the estimate calculations. Back-up documentation supporting the pricing from the Offeror's estimating software shall be provided detailing the proposed costs including showing all labor hours by labor category cumulative for the project and by FY and quantities and unit pricing for other than direct labor costs cumulative for the project and by FY period (for example, number of units multiplied by unit costs of material).

- (iv) Cost Elements - For CLINs 0001 and 0002, the proposal shall be broken down by major cost elements identifying quantities and unit pricing: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits (if applicable), direct labor overhead (if applicable), material including a consolidated bill of materials, material handling overhead (if applicable), equipment (including capital investments), disposal cost, transportation cost, treatment cost, supplies, travel, relocation, other direct costs, joint venture partners and General and Administrative (G&A) costs (if applicable).

With the exception of the Joint Venture Partners, for cost proposal preparation purposes, the Offerors shall include any subcontract resources required to perform the work scope as if it is self-performing the work. Therefore, no separate subcontract cost data is required to be submitted with proposals.

- (v) Project Support Costs – The cost for Project Support (C.5) associated with field work activities shall be costed to the PWS/WBS line items where the field work is actually being performed.
- (vi) Additional Details for Other than Direct Labor Costs - The Offerors shall provide a consolidated schedule(s) of non-labor costs (including materials, equipment, other direct costs, travel, waste disposition, etc.), which contains descriptions, quantities, unit pricing, and total pricing using the templates provided in Section L, Attachment L-9 reconciling to the total proposed amounts for each cost element, as included Section L, Attachment L-8.
- (vii) Labor Rates

The Offerors shall complete the labor worksheet in the Section L, Attachment L-9, to provide the yearly proposed direct labor rates by labor category for the entire period of performance reflecting the FY as detailed in Attachment L-8. The Offerors may propose their own direct labor rates, consistent with the terms and conditions of the RFP, applicable law, including the Davis-Bacon Act and 4(c) of the Service Contract Act, as applicable. Offerors may use, at their discretion, the DOE provided direct labor rates included as part of Attachment L-8. The provided direct labor rates reflect direct labor rate information for incumbent workforce employees. The DOE provided labor categories are not all inclusive. The Offerors shall provide the basis of the proposed labor rates and supporting documentation (e.g., salary surveys or other basis for rate determination) why their proposed rates are reasonable, realistic, and achievable given the requirements of the RFP

For proposal preparation purposes, a full time equivalent (FTE) is defined as 1,852 hours/year. The 1,852 hours/year is based on 2,080 annual hours less 228 hours for vacation, sick, holiday and site specific training.

The Offerors shall specifically identify total compensation including salary/hourly rates for the five most highly compensated individuals proposed for management positions and provide documentation to support the reasonableness of the proposed executive compensation costs for these five most highly compensated individuals in accordance with FAR 31.205-6(b) (2) and (p). In addition, the Offerors shall provide documentation of the current salary of the proposed top management official under the contract [Project Manager]. For purposes of this cost instruction, ‘current salary’ is defined as the actual paid salary immediately prior to the submission of the Offeror’s proposal. The proposed salary reimbursement of the Offeror’s top employee associated with this contract is limited to no more than 10% above the employee’s previous salary in accordance

with DOE Acquisition Letter 2013-14. The Contracting Officer must receive approval from the Senior Procurement Executive (SPE) of the DOE for that salary reimbursement amount in excess of the percentages mentioned above in accordance with DOE Order 350.1. If the SPE does not approve the proposed salary reimbursement, the amount of reimbursement may be reduced after award.

- (viii) Direct Labor Hours - The Offerors shall complete Attachment L-9 and shall detail the labor categories and labor hours by PWS in accordance with Attachment L-10. Direct labor hours shall be provided in total for the entire period and by fiscal year by labor category. For proposal preparation purposes, the Offerors shall not assume any overtime is available.

- (ix) Indirect Rates:

Fringe Benefits – For the workforce eligible for employment under the workforce clauses (See H.3-H.11) the Offerors’s proposed fringe benefit rates shall be at least fifty-five percent (55%). The fringe benefit rates (whether using the DOE provided fringe rates or those specifically proposed by the Offerors) shall be applied to all direct labor costs not covered below. The provided fringe benefit rates cover projected labor related indirect costs such as medical, dental, severance, Employee Assistance Program, life insurance, accident/sickness coverage, benefit administration, vision, pension, workers compensation, FICA, FUTA, SUTA and time-off (vacation, sick and holiday). Pension costs and health benefit costs for the Offerors proposed workforce are accounted for using the provided fringe benefit rate. The 55% provided fringe benefit rate does not include the costs paid to the benefits administrator for the defined benefit pension plan and healthcare benefits (i.e., Multi-Employer Pension Plan/Multi-Employer Welfare Arrangement (MEPP/MEWA) or any other severance costs.

The fringe benefit rates for management employees and employees not covered under the workforce clauses (See H.3-H.11) shall be separately estimated by the Offerors. The Offerors shall provide sufficient documentation to support the proposed fringe benefit rates.

Indirect Rates Other Than Fringe Benefits – The Offerors shall provide a detailed estimate for each proposed indirect rate (material handling, labor overhead and G&A, as applicable) for each fiscal year covering the period of performance. The detailed estimate shall include cost, by cost element, for the allocation pool and the allocation base and how each cost element within the allocation pool and allocation base was derived. The Offerors shall provide all related information to provide a clear understanding of the basis of estimate. The Offerors shall compute all of the indirect rates in accordance to their CFY basis and time phase the indirect costs accordingly to the government FY basis. If the Offerors is proposing a blended indirect rate that is derived from the weighting of other indirect rates, the Offerors shall provide the detailed computations for each of the individual indirect rates are used in the computation of the blended rate by 12

month FY period and the methodology of how the blended rate was derived. This data shall be provided for each joint venture partner, if applicable.

The Offerors shall provide a contractually binding statement, as part of the Offer in Volume I, stating the proposed labor overhead, material handling and G&A rates (including any and all joint venture partners and Corporate Home Office Allocations) for each FY are ceiling rates and will extend for the life of this Contract (even if the Offerors does not have the two identified indirect rates). The Offerors shall include in the contractually binding statement in Volume I the applicable allocation base for each of the proposed ceiling rates.

The Offerors shall provide a detailed explanation of the proposed corporate organizational structure and whether corporate home office allocation is or is not applicable. If a corporate home office allocation is not proposed, the Offerors shall provide a contractually binding statement (including proposed contract language) as part of the offer in Volume I under the Indirect Rate tab stating the Offerors will not attempt to recover corporate home office costs during the course of the contract.

- (x) Escalation - The Offerors shall utilize an annual escalation factor of 2.8 percent for both direct labor and other than direct labor costs.
- (i) Fixed Price CLINs (CLIN 0003): The Offerors shall propose the unit price per month and the total price for CLIN 0003. The Offerors shall propose its price in accordance with its technical approach and shall include the price for all labor activities associated with the completion of the PWS (including project support costs).
- (j) Contract Transition Operations Phase Cost - For proposal preparation purposes, the Offeror shall assume no facilities or equipment will be provided by the Government during the Contract Transition Operations Phase.
- (k) For proposal preparation purposes, Offerors shall assume a planned funding profile per Contract Year (CY), as follows:

Transition Operations Phase (04-01-2016 through 06-30-2016)	CY 1 (07-01-2016 through 09-30-2016)	CY 2 (10-01-2016 through 09-30-2017)	CY 3 (10-01-2017 through 09-30-2018)	CY 4 (10-01-2018 through 09-30-2019)	CY 5 (10-01-2019 through 09-30-2020)	CY6 (10-1-2020 through 6-30-2021)	Total
\$5M	\$22M	\$87M	\$87M	\$87M	\$87M	\$65M	\$353M

Note: the provided funding profile represents the Government's estimate of future funding, as of the date of the solicitation. This assumed funding is not a guarantee of available funds. Additional funding made available could be used for in-scope activities. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this

assumed funding. Available funds depend on Congressional appropriations and priorities within DOE. The provided funding profile covers all CLINs in Section B.2.

- (l) DOE or its cognizant audit entity may request additional supporting information for purposes of clarification in evaluating cost.
- (m) The Offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The Offeror shall provide the name, address and telephone number of the cognizant ACO and the cognizant Defense Contract Audit Agency (DCAA) office, if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Cost, Price and Fee Proposal. If the Offeror is a joint venture, these data must be provided for each entity.
- (n) The Offerors shall submit an explanation of how costs will be recorded and tracked in the proposed accounting system. If the Offerors's proposed accounting system will allocate costs through the use of an indirect costing rate, the indirect rate and an explanation is required to describe costs to be included in each of the indirect cost pools, as well as a description of each allocation base. Additionally, the Offerors shall describe its accounting system and the adequacy of that system for reporting costs against government cost-type contracts. The Offerors shall specifically describe the costs that will be directly allocated to the FFP CLINS as well as how those costs will be identified during contract performance. The Offerors shall identify the cognizant government audit agency or any other government agency that has formally approved the accounting system, if applicable. This data must also be provided for each member of the joint venture partners. The government may use this information in making determinations of Offerors responsibility.

Offerors's Proposed Accounting System Information – The Offerors (including joint ventures) shall provide one or more of the following:

- (i) Provide a copy of the Government approval/determination stating the proposed accounting system is adequate for the identification, accumulation and recording of cost under Government reimbursable type contracts/subcontracts if the approval/determination was issued within the last three years. Also, provide a copy of the most recent accounting system audit report on the proposed accounting system if performed within the last five years and fully describe and explain any material changes made to the proposed accounting system since the time it was reviewed, audited or approved;
- (ii) If the accounting system was deemed inadequate, provide the information contained in (i) above and the corrective actions that have or will be taken to correct the cited issues, including the implementation time for each action;

- (iii) If the proposed accounting system has not been formally approved by the Government within the last three years and/or audited within the last five years, or an audit determined the accounting system to be inadequate, then the Offerors shall state this and provide responses to the "Offeror's Proposed Accounting System Information", incorporated into this RFP as Attachment L-9.
- (o) Responsibility Determination and Financial Capability: FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the Contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete this Contract. Information provided by the Offeror shall include, but is not limited to, the following:
- (i.) Financial Statements (audited, if available) and notes to the financial statements for the last three fiscal years);
 - (ii.) The information in subparagraph (1) above for each member of the Offeror team arrangement if a teaming arrangement is used;
 - (iii.) The last annual report for the parent corporation(s). In order to consider the financial or other resources of the parent corporation entity(ies) or other guarantors, each of those entities must be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective Offeror and assume all contractual obligations of the prospective Offeror; and
 - (iv.) Any available lines of credit.

Using the above information and other information, the government will make a FAR Part 9, Offerors Qualifications responsibility determination of the prospective awardee. The government may request a financial capability review of each Offeror from the DCAA or another audit agency, as part of the government's consideration in making the responsibility determination.

- (p) The Offeror and/or Joint Venture Partners are covered by Cost Accounting Standards (CAS); the entities shall provide the Disclosure Statement and a statement stating the current Disclosure Statement has been or has not been reviewed by the cognizant audit agency and if the Disclosure Statement has been approved. Additionally, the Offeror shall identify the cognizant government audit agency or any other government agency that has formally approved the Disclosure Statement. The Offeror shall also identify whether the cognizant government audit agency has issued any audit reports on the compliance with the CAS requirements and its disclosure statement, as well as, the results of the audit(s).

If any item contained within the RFP requires the Offeror to modify its current disclosed Practices, the Offeror shall provide the areas in which a change will be required and the suggested document and word changes.

- (q) The Offeror shall not propose any Government Furnished Property (GFP) for use during the performance of this Contract that is in addition to the list of GFP provided in Section J Attachment titled “Government Furnished Equipment”.
- (r) Waiver of Facilities Capital Cost of Money (FCCOM). The solicitation includes Section I clause titled, FAR 52.215-17, Waiver of Facilities Capital Cost of Money; thus, as a condition of award, the Offeror shall not propose facilities capital cost of money.
- (s) The Offeror shall submit proof for the required kinds and minimum amounts of insurance per the Section H provision DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014) or proof that the Offeror can obtain it. The Offeror shall provide details of their current insurance coverage (including any claims on current insurance coverage) and a certificate or information that indicates the Offeror will have coverage effective June 1, 2016, for a one-year period.

L.25 LIST OF SECTION L ATTACHMENTS

Attachment L-1	Key Personnel Resume Format
Attachment L-2	Past Performance and Relevant Experience Reference Information Form
Attachment L-3	Past Performance Cover Letter and Questionnaire
Attachment L-4	List of Contracts Terminated for Default or Convenience
Attachment L-5	RESERVED
Attachment L-6	Performance Guarantee Agreement
Attachment L-7	Offeror’s Proposed Accounting System Information
Attachment L-8	Summary of Cost Worksheet by WBS
Attachment L-9	Consolidated Direct Cost Schedules
Attachment L-10	Work Breakdown Structure Dictionary

ATTACHMENT L-1 – KEY PERSONNEL RESUME FORMAT

Name:

Proposed Position with Contractor including Company Affiliation:

Key Duties and Responsibilities in Proposed Position:

Current Position and Employer:

Length of Employment:

Supervisor:

Address and Telephone Number:

(Identify employers, position titles, dates of employment, specific projects, specific duties and responsibilities, and compensation. Provide written resumes that describe relevant experience. The resumes shall describe how work experience relates to DUF6 Project issues and demonstrates the capabilities to function effectively in his/her proposed team position.)

Relevant Experience: (Current and at least two (2) previous employers or positions)

Leadership: (Identify specific examples of demonstrated leadership as opposed to just leadership positions held.)

Education:

(Identify institution, degree earned, dates or state “no degree” if applicable)

Professional Development and Achievements:

(Identify professional memberships, special training, professional registrations, etc.)

Citizenship:

(Identify any dual citizenship, if applicable)

Clearance Level:

(Existing or ability to obtain)

References [provide three (3)]:

(Name, title, company/organization, address, phone numbers)

Commitment Statement (as stated below):

Commitment Statement

I, _____ (proposed person's name) the proposed _____ (key personnel position) for _____ (Offeror's name) hereby certify that the resume submitted as part of the proposal in response to Request for Proposals DE-SOL-0007016 is true and correct, and that I will be able to accept and will accept the proposed position of _____ (insert name of proposed position) if _____ (insert Offeror's name) receives the award. To the best of my abilities, I will perform in this proposed position for a minimum of two years following the contract's Notice to Proceed

NAME

SIGNATURE

DATE

**ATTACHMENT L-2 – PAST PERFORMANCE AND RELEVANT EXPERIENCE
REFERENCE INFORMATION FORM**

(Completed Form limited to 7 pages per reference contract/project)

1.Name of Offeror Submitting Proposal:	
2.Name of Company for which L-2 Form is being submitted:	
3.Name of Reference Contact Client (e.g. Government Agency or Prime Contractor):	
4.Name of Entity Reference Contract/Project Was Awarded To:	
5.Reference Contract/Project Number:	
6.Reference Contract/Project Client Point of Contact:	Name: Title: Telephone: Address:
7.Indicate if the Company (identified in #2) was a <u>Prime Contractor</u> , <u>Teaming Partner</u> , or <u>Subcontractor</u> for the Reference Contract/Project:	
8.Reference Contract/Project Period of Performance:	
9.Reference Contract/Project Start Date:	
10. Reference Contract/Project Completion/Termination Date:	
11. Reference Contract Type of Contract/Project:	
12. Reference Contract/Project Total Value:	
13. Reference Contract/Project Value Performed To Date (if Contract/Project is still ongoing):	
14. Portion (%) of work, including dollar amount and duration, Company (identified in #2) is proposed to perform on the DUF6 Contract:	
15. Portion (%) of work, including dollar amount and duration, Company (identified in #2) performed on reference contract/project:	
16. Scope Company (identified in #2) is proposed to perform on the DUF6 Contract. List applicable PWS elements:	
17. Scope Company (identified in #2) performed on reference contract/project:	
18. Complexity of work Company (identified in #2) is proposed to perform on the DUF6 Contract:	

19. Complexity of work Company (identified in #2) performed on referenced contract/project:	
20. Provide information on problems encountered on the contract/project identified above and corrective actions taken to resolve those problems:	
21. Provide information on the contract/project on the operation and maintenance of chemical and/or nuclear process plants to meet performance goals.	
22. Safety statistics: provide Days Away/Reduced Time (DART) and Total Recordable Case (TRC) rates and hours worked for the Entity (identified in #4) on the referenced contract. Also, provide DART and TRC rates and hours worked for the Entity (identified in #4) on a corporate basis by government fiscal year (FY) for FY 2010-2014.	
23. Safety and Health Issues: provide information on notices of violation or other regulatory noncompliance issues as well as DOE enforcement actions under PAAA. Please provide corrective measures that were taken to mitigate noncompliances.	
24. Environmental Issues: provide information on notices of violation or other regulatory noncompliance issues, as well as information on any significant environmental releases, including amounts of fines or other penalties. Please provide corrective measures to mitigate noncompliances.	
25. Number of nuclear safety Price Anderson Act Amendments (PAAA) warning letters and/or enforcement actions, amount of fine, penalty, and/or settlement conditions for each	
26. Provide information on estimated losses or damage to property under your and/or your subcontractor's control of \$1M or greater, along with costs of repair or recovery.	
27. Provide information on any incident where you and/or your subcontractor operated a nuclear facility beyond authorized limits as defined in 10CFR830.	

**ATTACHMENT L-3 – PAST PERFORMANCE COVER LETTER AND
QUESTIONNAIRE**

SAMPLE PAST PERFORMANCE COVER LETTER (PART A)

(For each referenced contract for which the work was not performed for DOE's Office of Environmental Management (EM) or for which no contractor performance data is available in PPIRS, the Contractor shall provide the Attachment L-3 Past Performance Cover Letter and Questionnaire to the client identified on the Attachment L-2.)

Past Performance Cover Letter for _____

Dear "Client":

We are currently responding to the Department of Energy (DOE) Request for Proposals No. DE-SOL-0007016 for the Operation of Depleted Uranium Hexafluoride (DUF6) Conversion Facilities.

The solicitation places significant emphasis on past performance as a source selection factor. In addition to requesting the attached Questionnaire be completed, the Government is requiring that clients of entities responding to the solicitation be notified and that their participation in the evaluation process be requested, as necessary. In the event you are contacted for information by the Government on work we have performed, you are hereby authorized to respond to those inquiries.

We are asking for your assistance in completing the attached questionnaire and forwarding to the DOE to aid in its evaluation of our past performance.

Please return the completed questionnaire within ten calendar days.

**YOU ARE HIGHLY ENCOURAGED TO SCAN AND EMAIL THE QUESTIONNAIRE TO THE
EMAIL ADDRESS PROVIDED BELOW:**

Email Address: Wilmari.delgado@emcbc.doe.gov

If you are unable to scan and email a copy, it can be mailed to the following address:

United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting, Attn: Ms. Wilmari Delgado
250 E 5th Street
Suite 500
Cincinnati, OH 45202

If mailing, please mark the envelope:

"PROCUREMENT SENSITIVE SOURCE SELECTION INFORMATION - SEE FAR 3.104"
"TO BE OPENED ONLY BY THE ADDRESSEE"

PAST PERFORMANCE QUESTIONNAIRE (PART B):

A. REFERENCED CONTRACT AND CLIENT INFORMATION

Name of Company Being Evaluated:

Evaluator's Name:

Evaluator's Address:

Evaluator's Phone:

Evaluator's Organization:

Evaluator's role in the management of the contract:

B. RATING SCALE AND DEFINITIONS:

Rating	Definition	Note
Exceptional	Performance meets contractual requirements and exceeds many to the Client's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Client. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant problems identified.
Very Good	Performance meets contractual requirements and exceeds some to the Client's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Client. There should have been no significant problems identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant problems identified. Note: The contractor should not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet	To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Client. A Marginal rating should be supported by referencing the management tool that notified the contractor of

	identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Client. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).

C. ASSESSMENT AREAS:

1. Quality of Product or Service

Example: How well did the Contractor provide services that met the terms of the contract? How technically accurate were the contractor deliverables? What was the quality level of the contractor deliverables? How well did the Contractor perform the contract services in a safe manner?

☐ Exceptional
 ☐ Very Good
 ☐ Satisfactory
 ☐ Marginal
 ☐ Unsatisfactory
 ☐ Not Applicable
 ☐ Do Not Know

Supporting Narrative:

2. Schedule Compliance

Example: How well did the Contractor provide timely services in accordance with contract schedules? How well did the Contractor take measures to minimize delays that were within their control?

☐ Exceptional
 ☐ Very Good
 ☐ Satisfactory
 ☐ Marginal
 ☐ Unsatisfactory
 ☐ Not Applicable
 ☐ Do Not Know

Supporting Narrative:

3. Cost Control

Example: How well did the Contractor control its costs?

☐ Exceptional
 ☐ Very Good
 ☐ Satisfactory
 ☐ Marginal
 ☐ Unsatisfactory
 ☐ Not Applicable
 ☐ Do Not Know

Supporting Narrative:

4. Business Relations

Example: How well did the Contractor interface with you to address requests, complaints, and inquiries? If given the choice, would you select this contractor again to perform your required services?

☐ ☐ ☐ ☐ ☐ ☐ ☐
Exceptional Very Good Satisfactory Marginal Unsatisfactory Not Do Not
Applicable Know

Supporting Narrative:

5. Management of Key Personnel/Staffing

Example: How well did the Contractor allocate the appropriate personnel resources to meet customer needs? How well did the Contractor provide staff on short notice for quick turnaround of personnel?

☐ ☐ ☐ ☐ ☐ ☐ ☐
Exceptional Very Good Satisfactory Marginal Unsatisfactory Not Do Not
Applicable Know

Supporting Narrative:

6. Utilization of Small Business

Example: How well did the Contractor allocate subcontracting opportunities to small businesses?

☐ ☐ ☐ ☐ ☐ ☐ ☐
Exceptional Very Good Satisfactory Marginal Unsatisfactory Not Do Not
Applicable Know

Supporting Narrative:

For any rating(s) less than satisfactory, please attach an explanatory narrative. We greatly appreciate your time and assistance in completing this questionnaire.

Additional Comments:

**ATTACHMENT L-4 – LIST OF CONTRACTS TERMINATED FOR DEFAULT
OR CONVENIENCE**

<u>Client Name</u>	<u>Contract #</u>	<u>Client Point of Contact (POC)</u>	<u>POC Contact Info (address, phone, e-mail)</u>	<u>Performance Period</u>

ATTACHMENT L-5: RESERVED

ATTACHMENT L-6 PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE-_____ for the _____ (Contract) dated _____, by and between the Government and _____ (contractor), the undersigned, _____ (Guarantor), a corporation incorporated in the State of _____ with its principal place of business at _____ hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which contractor presently or hereafter may have to the Government under the contract; and (b) the full and prompt payment and performance by contractor of all obligations and liabilities of contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the contract. Guarantor further agrees that contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against contractor, or adjudication of contractor as a bankrupt; or (iii) the assertion by the Government against the contractor of any of the Government's rights and remedies provided for under the contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against contractor or other Guarantors under the contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by contractor is in default under the contract or under any other document(s) or instrument(s) executed by contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of contractor, the performance of which by contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of: (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or

dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on

Date

Name of Corporation

Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal

**ATTACHMENT L-7 OFFEROR'S PROPOSED ACCOUNTING SYSTEM
INFORMATION**

1. Is the proposed accounting system in accord with generally accepted accounting principles applicable in the circumstances? Explain.
2. Does the proposed accounting system provide for:
 - a. Proper segregation of direct costs from indirect costs? Explain.
 - b. Identification and accumulation of direct costs by contract? Explain.
 - c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives? (A contract is a final cost objective.) Explain.
 - d. Accumulation of costs under general ledger control? Explain.
 - e. A timekeeping system that identifies employees' labor by intermediate or final cost objectives? Explain.
 - f. A labor distribution system that charges direct and indirect labor to the appropriate cost objectives? Explain.
 - g. Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account? Explain.
 - h. Exclusion from costs charged to government contracts of amounts which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other contract provisions? Explain.
 - i. Identification of costs by contract line item and by units (as if each unit or line item were a separate contract) if required by the proposed contract? Explain.
 - j. Segregation of preproduction costs from production costs? Explain.
3. Does the proposed Accounting System provide financial information:
 - a. Required by contract clauses concerning limitation of cost (FAR 52.232-20 and 21) or limitation on payments (FAR 52.216-16)? Explain.
 - b. Required to support requests for progress payments? Explain.
4. Is the proposed accounting system designed, and are the records maintained in such a manner, that adequate, reliable data are developed for use in pricing follow-on acquisitions? Explain.
5. Is the accounting system currently in full operation? If not, describe which portions are: (1) in operation; (2) set up, but not yet in operation; (3) anticipated; or (4) nonexistent.

ATTACHMENT L-8 SUMMARY OF COST WORKSHEETS BY WBS

Provided separately as an Excel File.

ATTACHMENT L-9 CONSOLIDATED DIRECT COST SCHEDULES

Provided separately as an Excel File.

ATTACHMENT L-10 WORK BREAKDOWN STRUCTURE DICTIONARY

Provided separately as an Excel File.